

# EXHIBIT

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AGREEMENT, dated January 22, 1978, in the City of New York, State of New York, on the 2nd day of January, 1978, by and between  
HAROLD STONE PRODUCTIONS, INC., a corporation duly organized  
and existing under the laws of the State of New York and having  
its principal office at 440 Madison Avenue, in the Borough of  
Manhattan, City of New York, hereinafter sometimes referred to  
as "Production"; and MARILYN MONROE residing at Forest Hills,  
Studio City, Nevada, Connecticut (herein sometimes referred to  
as "First Party" or "Party" or as one of the "Parties"); and  
WILTON K. GOREN, residing at Forest Hills, Nevada, Connecticut  
(herein sometimes referred to as "Second Party", or "Party" or  
as one of the "Parties").

WHEREAS, Production has generally agreed with each  
of the other parties hereto and the First Party and the Second  
Party that it would agree with Production as follows:  
1. I, [redacted] the undersigned, do hereby agree with Production as follows:  
a. I will be the author of this agreement and I shall  
not interfere with the First Party and the Second Party in the  
conduct of their business and to give them the benefit  
of my knowledge and experience in the field of  
the production of motion pictures.  
b. Production shall pay me \$  
c. I shall be a consulting agent of Production and  
shall be so compensated for my services as to receive  
of [redacted] from Production to further the business of Production,  
and the aggregate amount of money to be paid to me in this sum shall  
constitute my compensation, and no more.

and shall not be borrowed, sold, and to be retained in  
possession by Productions on his own or on behalf of the present  
and the future contractual obligations of the parties.

ARTICLE III period of employment and term of  
this agreement shall be for an (7) years, commencing from the  
1st day of January, 1928.

ARTICLE IV. The First Party hereby accepts the above  
said employment and agrees that during the aforesaid period of  
employment she shall devote her entire time and energy exclusively  
to the furtherance of the business of Productions, and  
to the performance of her duties hereinunder under the direction of  
Productions and shall not act in an advisory or other capacity  
or in any way work or perform services of any kind whatever  
for herself or for or with any individual firm or corporation  
other than for Productions.

ARTICLE V. The Second Party hereby accepts the  
aforesaid employment and agrees that during the aforesaid period  
of employment he shall devote his entire time and energy exclusively  
to the furtherance of the business of Productions, and  
to the performance of his duties hereinunder under the direction of  
Productions and shall not act in an advisory or other capacity  
or in any way work or perform services of any kind whatever  
for himself or for or with any individual firm or corporation  
other than for Productions without first having obtained the  
written consent thereto of Productions.

ARTICLE VI. The services hereinabove required to be per-  
formed by any of the parties shall be at the direction of Produc-  
tions to be performed for no compensation, excepting such  
compensation as will Productions have an interest or has a  
business relationship, and/or or on behalf of the furtherance  
of the corporate purpose and contractual obligations of any  
present or subsidiary corporation of Productions and in addition  
or otherwise to sum into which

4. In full consideration of the services to be rendered pursuant hereto, [REDACTED] shall pay to the First Party and she shall accept salary at the rate of One Thousand (\$100,000.) Dollars for the year commencing January 1, 1996, and for each succeeding year of her employment hereunder which said salary shall be payable in equal monthly installments beginning with the 1st day of February, 1996.

5. In full consideration of the services to be rendered pursuant hereto, [REDACTED] shall pay to the Second Party and he shall accept salary at the rate of One Thousand (\$75,000.) Dollars for the year commencing January 1, 1996, and for each succeeding year of his employment hereunder which said salary shall be payable in equal monthly installments beginning with the 1st day of February, 1996.

6. The First and Second Parties shall each be entitled to the same aggregate vacation time plus five (5) days annually. In no event may however, [REDACTED] receive less than thirty (30) days vacation time nor be entitled to more than forty (40) days vacation time per annum by either Party and taken in any manner or combination so that the total number of days vacation time would not exceed one hundred (100) days.

7. Notwithstanding anything contained herein to the contrary, the First and Second Parties shall not be liable for damages specifically provided for hereinabove in this agreement. In addition, claims of damages by Plaintiff against the First and Second Parties hereunder, such claims for damages, whether general or specific, shall be limited to liability for amounts paid and performed or contemplated in the contract of the First Party hereunder rejected in writing by the said other Party within sixty (60) days of the initial notice of such rejection by Plaintiff.

3. If Production shall have the right to terminate this agreement for any cause of whatever nature or whether by reason of the Parties' dispute it is suspended, and whether or not Production exercises such right of termination or cancellation, or if Production for any reason whatsoever shall terminate this agreement as far as any one of the Parties is concerned, then the other Party shall have the right to terminate this agreement as far as he is concerned, upon giving thirty (30) days notice within sixty (60) days after actual knowledge of his right of termination, and in case any termination occurs before the expiration of the provisions in connection with cancellation or termination, then each other Party exercising the right of termination shall be entitled to receive the same compensation.

1. The Party shall exercise its right to  
decide for itself what it will do in accordance with Article 17  
of the Constitution. The Party shall have the right to decide  
what shall be done. Decided and chosen, the Party  
shall be bound by such decisions.

2. The Party shall be entitled to make all  
such decisions as will be required to  
carry out the aims of the Party's programme. Decided  
to implement all of the Party's aims and purposes of such deci-  
sions, the Party may take of every kind and nature the  
necessary steps to implement such decisions, notwithstanding  
any existing or future law, regulation, ordinance, order  
regulation or restriction of any Court, Legislature, Gov-  
ernment, or other authority, and notwithstanding  
any such law, regulation, ordinance, order or other  
restriction, the Party shall not be bound by such  
restriction or limitation. If the event that  
shall arise to prevent Party's implementation of any of the  
policy, laws of the Party shall supersede the same and  
the Party may then act in accordance with the Party's will.

1. Both Parties shall have the authority to exercise the rights and  
privileges granted by the provisions of this Agreement.

2. All inventions, ideas, processes, designs (whether or not patentable or susceptible to trademark protection and whether or not so protected), logotypes, all rights, trademarks and other rights resulting from new and new improvements in existing products or processes which any Party may derive or invent or take part in deriving or inventing during the term thereof in connection with his work shall be the property of and belong to Production and such Party may not use and transfer the same to Production in all respects and for all purposes without permission, written and qualified. In the event that Production shall desire to  
use any rights and interests of any of the Company, such of the  
Company shall execute the necessary documents Production's request therefor. However, the parties shall make no grants or assignments and  
otherwise any such grants and assignments Production shall have  
and in hereby granted the right and authority to make such  
grants and assignments in form or form.

3. Neither of the Parties shall exercise or  
attempt to exercise any right, privilege, title or interest in  
or to any of the services or results of the other party or  
any of such services, produced in connection with this agree-  
ment or otherwise; and neither of the Parties shall permit any  
person, firm or corporation to interfere in any manner upon  
such rights hereby granted to Production, and Production is  
hereby authorized in the name of Production to institute at  
its own expense any legal proceedings to prevent such inter-  
ference.

4. **RIGHTS:** Production is hereby granted the exclusive  
right to use and display the name, voice and likeness of each  
of the parties for advertising, endorsement, commercial purposes,  
or publicity purposes.

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and the other party shall be entitled to receive payment of the amount of expenses and reasonable cost of such services incurred by either of the parties in respect of such killing and activity shall be given to that party before or in addition to any other payment made to him/her by the other party.

TRINITY PRODUCTIONS HAVE AGREED AND SHALL CONTINUE TO  
KEEP THE SOLE RIGHT TO USE THE TRADE MARK "MAGNIFICENT" AS PART  
OF THE CORPORATE NAME AND TITLE, AND IT SHALL ALSO HAVE THE  
EXCLUSIVE RIGHT TO USE THE TRADE MARKS (OR PARTS THEREOF) INDIVIDUALLY OR  
IN ASSOCIATION WITH THE OTHER PARTY, OR ANY OF THE PARTIES  
COMBINED, AS PART OF ITS OWN CORPORATION NAME AND TITLE, OR AS PART  
OF THE NAME AND TITLE OF ANY SUBSIDIARY OF PARROT LTD OR  
ANY CORPORATION ENGAGED IN SIMILAR BUSINESS. THESE TRADE MARKS  
SHALL NOT BE AFFECTED BY THE TERMINATION OF A PARTY'S MEMBERSHIP  
IN TRINITY PRODUCTIONS, EITHER AS A MEMBER OR AS AN EMPLOYEE, NOR BY  
THE TERMINATION OF THE CONTRACTS OF EMPLOYMENT OF THE MEMBERS  
AND EMPLOYEES OF TRINITY PRODUCTIONS. PROVIDED THAT, IN THE CASE OF  
ANY MEMBER WHO IS AN EMPLOYEE OF TRINITY PRODUCTIONS, HE SHALL  
NOT BE ENTITLED TO USE THE TRADE MARKS OF TRINITY PRODUCTIONS  
WHICH ARE OWNED BY THE COMPANY WHICH HAS BEEN ASSOCIATED WITH  
THE COMPANY WITH WHICH HE WAS EMPLOYED, UNLESS HE IS EMPLOYED BY  
A COMPANY WHICH IS ASSOCIATED WITH THE COMPANY WHICH OWNED THE  
TRADE MARKS, PROVIDED THAT HE IS NOT EMPLOYED BY THE COMPANY WHICH  
OWNED THE TRADE MARKS, UNLESS HE IS EMPLOYED BY A COMPANY WHICH  
IS ASSOCIATED WITH THE COMPANY WHICH OWNED THE TRADE MARKS.  
TRINITY PRODUCTIONS SHALL RESERVE THE  
RIGHT TO USE ANY OF THE TRADE MARKS WHICH ARE OWNED BY THE COMPANY  
WHICH IS ASSOCIATED WITH THE COMPANY WHICH OWNED THE TRADE  
MARKS, PROVIDED THAT HE IS EMPLOYED BY A COMPANY WHICH IS ASSOCIATED  
WITH THE COMPANY WHICH OWNED THE TRADE MARKS.

provided in New York City, whenever requested. Such transportation may consist, at the discretion of the affected Party, of a telephone call, telegrams, telex, by train, or a lesser mode of place of flight. It will be understood that such communication will be furnished if available, and if not available, the next best communication will be furnished. In addition, and for each day he remains outside the metropolitan area of New York, each Party shall be reimbursed for actual and reasonable living expenses, but not more than One thousand (1000.) dollars a week. It is however, each Party is making his home in the place with best forwarding services available will not be obliged to reimburse him.

B. If the reason of the fact that any Party herein is required to render his services somewhere outside the United States he becomes obligated to pay and incur U.S. to ANY foreign government or organization, productions shall not be due & are equal to the amount so paid.

C. If the amount of income of any Party will be less and the amount of the salary provided for the production for reasonable services, and other expenses and allowances, the amount of the Party will be equally reduced.

D. All the travel expenses and costs shall have been paid by the Party in New York and rendered his services in New York City or New York.

The amount of expenses shall be paid by the Party as and when rendered. If the time of any service rendered exceeds the time of 10 days, then all the expenses rendered by the Party in New York shall be paid by the Party in New York. Productions shall receive their compensation from the Party. Immediately upon the completion of the last service of the Party during which period rendered by Productions, the Party shall be compensated for all expenses rendered.

~~Information may also be learned by this method of approach to the problem~~

IN WITNESS OF THE FAITH AND BELIEF OF THE  
PARTIES, IT IS HEREBY AGreed, SEVERAL AND SEPARATELY,  
THAT THE OTHER PERSONAL INJURY OR INCONVENIENCE, INABILITY OR  
DISABILITY, OR INABILITY TO WORKING FROM HIS POSITION OR  
ABILITY TO PERFORM THE SERVICES WHICH PROFESSION SHALL RESULT  
OR BE INCURRED BY ANY OTHER DISABILITY, MENTAL, PHYSICAL OR  
MENTAL, SHALL NOT BE INCAPACITATED FROM FULLY PERFORMING  
AND COMPLYING WITH THESE AND CONDITIONS BASED ON HIS PARTICULAR  
POSITION, AND THAT INABILITY SHALL ENTITLE FOR A CONSECUTIVE  
PERIOD OF ONE HUNDRED EIGHTY (180) DAYS OR FOR  
A CONSECUTIVE PERIOD IN EXCESS OF ONE HUNDRED THIRTY (130) DAYS  
NOTING THAT, DURING THE PROVISIONS SHALL NOT  
BE ENDED AND SHALL BE TERMINATE THIS CONTRACT, AND UPON THE  
DEATH OF PROFESSION OR BOTH PARTIES, AND UPON THE WRITTEN  
NOTICE TO EACH OTHER, THIS CONTRACT SHALL BE TERMINATE.

1. In the opinion of the author, the best way to  
achieve a balance between family and professional responsibilities  
is to have the child or children attend preschool or day care.  
2. The author believes that the best way to achieve a balance  
between family and professional responsibilities is to have the child  
or children attend preschool or day care.

[Redacted]

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